

1 ACKNOWLEDGEMENT AND CONSENT BY LOAN APPLICANTS

about my Homeside electronic application number ('application')
for ('loan')
submitted for me by ('Broker's Representative')
located at ('Broker's Representative address')
working in association with ('Broker/Aggregator')

By signing below, I acknowledge and agree as follows:

GENERAL

The purpose of the application: The application is not an offer or acceptance of a credit facility. Information in the application has been given to Homeside to enable it to determine whether or not to make the loan requested. Homeside may cancel any approval or offer for a loan if Homeside believes that information provided in or with the application is not true and correct.

My relationship with the Broker/Aggregator, the Broker's Representative and Homeside: The Broker/Aggregator and the Broker's Representative (named above) are my agents. They are not agents of Homeside nor is Homeside their agent. Neither the Broker/Aggregator nor the Broker's Representative have any authority to bind Homeside or to make representations on behalf of Homeside. Homeside is not responsible for advice or representations made by the Broker/Aggregator or the Broker's Representative about my application.

Approval of the loan: Once Homeside has approved the application, I should not enter into any commitments that depend on the approval until I know that Homeside has received correctly completed and signed loan documents and that all of Homeside's requirements relating to the loan have been satisfied.

Obtaining the loan documents: If Homeside approves the application, Homeside will send loan documentation for signature to the address nominated below by Applicant 1 for all of us to sign. If there is more than one of us copies of the loan documentation will be sent to each of us unless the loan is not for personal, domestic or household purposes. Homeside will send my copy to the address I nominate below.

Obtaining independent legal advice about the loan documents: Homeside recommends that I obtain independent legal advice about the meaning of my loan documents.

Commission: Homeside will pay commission to the Broker/Aggregator for the introduction of my loan, unless the Broker/Aggregator agrees not to receive a commission. The details of this commission will be in my loan contract.

DISCLOSING AND USING MY PERSONAL INFORMATION

Privacy notification: The Broker's Representative has given me a copy of Homeside's Privacy Notification. This explains in broad terms when and how Homeside will collect, use and disclose my information and how I can access information Homeside holds about me. Another copy can be obtained by calling Homeside on 13 22 18.

Exchange of information between Homeside, other National Australia Group companies, the Broker/Aggregator and the Broker's Representative: For the purpose of assisting me with the ongoing management of my financial affairs, each of the following organisations:

- Homeside;
- any other company in the National Australia Group ('Group company');
- the Broker/Aggregator and the Broker's Representative (and their successors, transferees and assigns (if any),

may exchange information about me (disclosing it to one another and obtaining it from one another) in respect of:

- products offered by Homeside or any other Group company;
- this application and any other application that I may make to Homeside or any other Group company, including information about the progress and status of any such application;
- any valuation of proposed security for a loan to be obtained from Homeside or any other Group company;
- any loan or other product or facility that I obtain from Homeside or any other Group company, including the status of any such facility; or
- the calculation or payment of commission payable in relation to the loan or any other product that I obtain from Homeside or any other Group company.

Valuers: Homeside, the Broker/Aggregator or the Broker's Representative may provide to a valuer, and the valuer may obtain from Homeside, the Broker/Aggregator or the Broker's Representative, information about me for the purpose of obtaining a valuation of proposed security for the loan.

Guarantors and potential guarantors: Homeside may give any of the following information to any person who is nominated as a potential guarantor of the loan requested or who becomes a guarantor of the loan:

- information about my creditworthiness, credit standing, credit capacity or credit history;
- information about me, the application or the loan that the potential guarantor or guarantor asks Homeside to provide; and
- any other information Homeside decides is relevant for a guarantor or potential guarantor.

(This information may include loan contract documents, information about securities, copies of credit related insurance contracts, statements of account, statements of financial position and demands.)

In the case of a potential guarantor, information will be given to enable the potential guarantor to consider whether to offer to act a guarantor or to offer property as security.

Solicitor of a guarantor or potential guarantor: Homeside may disclose information about me to the solicitor (if any) for any guarantor or potential guarantor for the purpose of processing my application and establishing and managing my loan and they may obtain from, and exchange with, Homeside information about me for these purposes.

Giving information to a credit reporting agency: Homeside will give personal information about me to a credit reporting agency to obtain information from the agency for the purpose of assessing the application and to assist Homeside in managing any loan I obtain from Homeside.

Obtaining information from a credit reporting agency: Homeside may obtain from a credit reporting agency information to assess the application, including a credit report containing personal credit information in relation to any commercial credit to be provided by Homeside and/or information about my commercial activities in relation to personal credit to be provided by Homeside.

Lenders Mortgage Insurance (LMI): If Homeside decides that LMI is required for the loan, Homeside will apply for it to Genworth Financial Mortgage Insurance Pty Ltd ABN 60 106 974 305 (the insurer). Homeside and the insurer may exchange information about me to enable the insurer to decide whether to insure Homeside or to assess the risk of insuring Homeside in respect of the loan or to assess the risk of default by me on the loan (if insured by the insurer) (the assessment purposes) and also for any purpose in connection with the LMI contract between Homeside and the insurer. I authorise the insurer to obtain a credit report containing either personal or commercial information about me from a credit reporting agency for any of the assessment purposes.

I understand that:

- if my information is not provided to the insurer, Homeside may not be in a position to provide the loan;
- the insurer will collect and use my information for the purpose of assessing Homeside's insurance application, for any other assessment purposes, for purposes connected with the LMI contract between the insurer and Homeside (including any variation or claim under the policy relating to the loan) and for the insurer's internal management and compliance purposes;
- the insurer will usually disclose my information for these purposes to its related companies, Homeside, reinsurers, credit reporting agencies, its service providers, its agents, contractors and external advisers, my referees (including my employer and my legal and financial advisers), government and other regulatory bodies, rating agencies, payment systems operators and other financial institutions, securitisers and credit providers;
- I may access my information collected by the insurer. I may contact the insurer by telephone on 02 8248 2500.

I authorise the insurer to collect, use and disclose my information in this way.

My employer, accountant, other referees and agents:

Homeside may:

- disclose information about me to any employer or accountant specified by me for the purpose of checking details relating to the application with them and they may obtain from, and exchange with, Homeside information about me for this purpose; and
- disclose information about me to any solicitor, conveyancer or settlement agent specified by me for the purpose of processing my application and establishing and managing my loan and they may obtain from, and exchange with, Homeside information about me for these purposes.

Personal information about an individual: Where I have provided information to Homeside about an individual (such as an employer, accountant, solicitor, other referee or agent, spouse/partner, relative, or contact person), I will let them know that:

- Homeside has collected their details for the purpose of assessing the application, providing and managing the loan that I have applied for and protecting against fraud;
- Homeside may disclose their information to other organisations involved in the provision, management or administration of the loan;
- I may not be able to obtain the loan that I have applied for if their information is not provided to Homeside; and
- they can get access to information that Homeside holds about them by contacting Homeside.
- I will give the individual Homeside's contact details and a copy of Homeside's privacy notification. This explains in broad terms when and how Homeside may collect, use or disclose their information and how they can access information that Homeside holds about them. (Copies available on request).
- Other credit providers: Homeside may obtain from, and give to, other credit providers information about my credit worthiness, credit standing, credit history or credit capacity. This information may be used to assess the application, assist me to avoid defaulting on my credit obligations, to notify other credit providers of a default by me and/or to assess my credit worthiness.
- Bankers opinion: Homeside may give and receive a Bankers Opinion for purposes connected with my business, trade or profession.
- Application for a credit card account: Homeside may collect and use the information in the application form and do any of the things set out in this consent section for the further purpose of assessing any credit card application (including, where applicable, for an additional card/s) made by me or any other person named in the application form

FASTRefi® PROCESS

Request to use the FASTRefi process: I can request Homeside to use the FASTRefi process (FASTRefi) if the loan requested in the application form is to refinance an existing loan with another lender and if I tick the relevant box (below where I sign).

FASTRefi allows Homeside to make a loan (to refinance another loan) before receiving the discharge of mortgage and title documents from the existing lender. FASTRefi will usually mean that it takes less time to settle the loan. The main impact of FASTRefi on me is explained below.

If I request FASTRefi to be used, Homeside will decide whether it is suitable. If Homeside decides at any stage that FASTRefi can't be used, Homeside will let my Broker's Representative know.

The impact of FASTRefi on me

Obtaining a first ranking mortgage for the new loan: My new Homeside loan must be secured by a first registered mortgage. Representatives of First American Title Insurance Company of Australia Pty Limited ABN 64 075 279 908 (the "title insurer") and its related company First Australian Title Company Pty Ltd ABN 61 075 151 898 ("First Title") will arrange to obtain security documentation for Homeside (the "First Title Representatives"). In particular the First Title Representatives will:

- send the mortgagors the new mortgage documentation to sign and return;
- obtain from my existing lender the discharge of the existing mortgage over the relevant security property;
- address with the mortgagors and my existing lender any problems in obtaining a discharge of the existing mortgage; and
- arrange the registration of the new mortgage for the new loan.

Additional documents for me to complete: The loan documents I receive from Homeside will include 3 FASTRefi documents: the Borrowers Acknowledgment and Undertaking, the Payout Advice and the Irrevocable Authority. The purpose of these documents is to enable me to confirm that I understand FASTRefi and to allow me to provide information about the amount required to pay out my existing loan. I will be required to provide the balance of my existing loan and set out the information in the Payout Advice and to provide the most recent original statements of the loan account for at least the last 3 months. If the loan has a fixed rate or is with Adelaide Bank or ING Bank, I will be asked to obtain the existing lenders written confirmation of the payout figure.

Legal fee: A legal fee will be shown in my loan contract. This will be financed by my loan and will be used by Homeside to pay part of the legal costs of the First Title Representatives in preparing and registering the new mortgage.

First Title's calculation of the payout figure for my existing loan: First Title will use information I provide to estimate the payout figure for my existing loan. First Title's estimate (the estimated payout amount) will include a buffer in an effort to avoid a

shortfall. This buffer includes one months loan repayment, a provision for my existing lenders discharge of mortgage fee(s) which will either be the amount of the fees if known to First Title or a \$350 estimate and a further \$500.

Insurance for Homeside: Homeside will apply to the title insurer for insurance for Homesides benefit to cover the risk that the estimated payout amount advanced to my existing lender is less than the amount required to discharge my existing mortgage.

Advancing the estimated payout amount: Provided that the title insurer approves insurance for Homeside in relation to the new loan, Homeside will advance the new loan by debiting the estimated payout amount to my new loan account and paying these loan funds into my existing loan account.

If the estimated payout amount paid to my existing lender is more than the amount owed, the First Title Representatives will ask my existing lender to pay the overpayment to me (and any other borrowers). By allowing Homeside to use FASTRefi, I will incur loan interest on the amount debited to the new loan account (including the amount of the overpayment).

Exchanging my information with the title insurer, First Title and the First Title Representatives.

Homeside may disclose to each of the title insurer, First Title, the First Title Representatives, the title insurers reinsurer and my existing lender, and any of them may obtain from Homeside, any information about me in relation to this application, my existing loan, my new Homeside loan or the security for my existing loan or new loan.

Information to service providers: I authorise Homeside to provide to its relevant service providers, and for the service providers to obtain from, and exchange with Homeside, information relating to this Loan Application, including:

- the particulars I have included on the Loan Application; and
- the outcome of my application(s) (such as whether they have been approved or declined), so they can assist Homeside to better manage and administer its products and services.

Each applicant signs this form to evidence their full agreement to all matters set out in it.

APPLICANT 1

By ticking (✓) this box I request Homeside to use FASTRefi® as explained in this form

Signature of Applicant 1

X

Date

/ /

Full Name

Send loan documents for signature and my copy to:

My home <input type="checkbox"/>
Broker's representative (specified in this form) <input type="checkbox"/>
Other address <input type="checkbox"/> Please specify other postal address below
Postcode

APPLICANT 2

By ticking (✓) this box I request Homeside to use FASTRefi® as explained in this form

Signature of Applicant 2

X

Date

/ /

Full Name

Send copy of loan documents to:

My home <input type="checkbox"/>
Broker's representative (specified in this form) <input type="checkbox"/>
Other address <input type="checkbox"/> Please specify other postal address below
Same as Applicant 1
Postcode